REMARKS

This responds to the Office Action dated March 17, 2010.

Claims 1 and 14 are amended, no claims are canceled or added in this response, as a result, claims 1-12 and 14-25 remain pending in this application. Support for the amendments may be found in Figure 5B and at pages 20-21 of the specification.

The Rejection of Claims Under § 103

Claims 1-10, 12, 14-23, and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Drummond (U.S. Patent App. Pub No. 2001/0014881 A1) in view of Gatto (U.S. Patent No. 6,916,247) and further in view of Web Services Architecture, W3C Working Draft 14 November 2002 (hereinafter "WSA") and further in view of Jewell, Java Web Services, March 2002 (hereinafter "Jewell"). The determination of obviousness under 35 U.S.C. § 103 is a legal conclusion based on factual evidence. *See Princeton Biochemicals, Inc. v. Beckman Coulter, Inc.*, 411 F.3d 1332, 1336-37 (Fed.Cir. 2005). The legal conclusion that a claim is obvious within § 103(a) depends on at least four underlying factual issues set forth in *Graham v. John Deere Co. of Kansas City*, 383 U.S. 1, 17, 86 S.Ct. 684, 15 L.Ed.2d 545 (1966). The underlying factual issues set forth in *Graham* are as follows: (1) the scope and content of the prior art; (2) differences between the prior art and the claims at issue; (3) the level of ordinary skill in the pertinent art; and (4) evaluation of any relevant secondary considerations.

The Examiner has the burden under 35 U.S.C. § 103 to establish a *prima facie* case of obviousness. *In re Fine*, 837 F.2d 1071, 1074, 5 USPQ2d 1596, 1598 (Fed. Cir.1988). To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested, by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974) ; M.P.E.P. § 2143.03. "All words in a claim must be considered in judging the patentability of that claim against the prior art." *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970) ; M.P.E.P. § 2143.03. As part of establishing a *prima facie* case of obviousness, the Examiner's analysis must show that some objective teaching in the prior art or that knowledge generally available to one of ordinary skill in the art would lead an individual to combine the

relevant teaching of the references. *Id.* To facilitate review, this analysis should be made explicit. *KSR Int'l v. Teleflex Inc., et al.*, 127 S.Ct. 1727; 167 L.Ed 2d 705; 82 USPQ2d 1385 (2007) (citing *In re Kahn*, 441 F. 3d 977, 988 (Fed. Cir. 2006)). Applicant respectfully submits that there are differences between the claims as amended and the cited references.

For example, claim 1 as amended recites that processing service requests includes "formatting an event message that includes gaming machine play information, sending the event message to the message director service, building a routing list for subscribers to a machine play event, and sending by the message director service the event message to the subscribers on the routing list." Claim 14 as amended recites similar language. Drummond is directed to message processing in ATMs (see Abstract) and therefore does not disclose machine play information or subscribing to a machine play event. Gatto discloses that specialized devices generate events. Such devices do not generate machine play information and there is no disclosure in Gatto of subscribing to a machine play event. Further, neither WSA nor Jewell disclose generating machine play information or subscribing to a machine play event. Thus the combination of Drummond, Gatto, WSA and Jewell fails to disclose each element of claims 1 and 14, resulting in differences between claims 1 and 14 and the cited combination. Therefore claims 1 and 14 are not obvious in view of the cited combination. Applicant respectfully requests reconsideration and the withdrawal of the rejection of claims 1 and 14.

Claims 2-10 and 12 depend from claim 1 and claims 15-23 and 25 depend from claim 14 and are therefore not obvious for at least the reasons discussed above regarding claims 1 and 14.

Claims 11 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Drummond (U.S. Patent App. Pub No. 2001/0014881 A1) in view of Gatto (U.S. Patent No. 6,916,247) and further in view of WSA and Jewell as applied to claims 10 and 14 above and further in view of Brown (U.S. Patent Application Pub. 2003/0110242).

Claim 11 depends from claim 1 and claim 24 depends from claim 14. These dependent claims therefore inherit the elements of claim 1, including elements directed to formatting an event message that includes gaming machine play information, sending the event message to the message director service, building a routing list for subscribers to a machine play event, and sending by the message director service the event message to the subscribers on the routing list.

As discussed above, the combination of Drummond with Gatto, WSA and Jewell fails such elements. Further, Brown fails to cure the deficiency in Drummond, Gatto, WSA and Jewell. Therefore claims 11 and 14 are not obvious in view of the combination of Drummond, Gatto, WSA, Jewell and Brown.

CONCLUSION

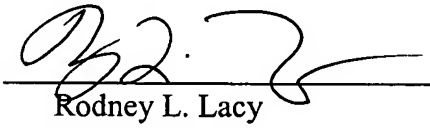
Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone the undersigned at (612) 373-6954 to facilitate prosecution of this application.

If necessary, please charge any additional fees or deficiencies, or credit any overpayments to Deposit Account No. 19-0743.

Respectfully submitted,

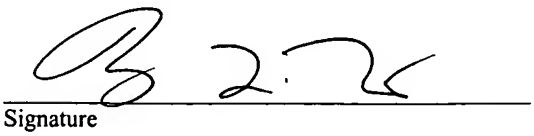
SCHWEGMAN, LUNDBERG & WOESSNER, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938
(612) 373-6954

Date January 18, 2011

By 
Rodney L. Lacy
Reg. No. 41,136

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: Mail Stop RCE Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 18th day of January, 2011.

Rodney L. Lacy
Name


Signature